

BILL NO. S-75-05- 01

SPECIAL ORDINANCE NO. S- 99-75.

AN ORDINANCE approving a contract for Fire
Protection with International Harvester.

BE IT ORDAINED BY THE COMMON COUNCL OF THE CITY OF FORT
WAYNE, INDIANA:

SECTION 1. The contract between the City of Fort Wayne, by and
through its Mayor and the Board of Public Safety and International Harvester
Company, for fire protection for the period from March 26, 1975 to March 15,
1976, upon the real estate described as follows:

All buildings and improvements of IHC located in an area bounded
by New Haven Avenue on the North; Meyer Road on the East; Penn
Central RR Tracks on the South and Coliseum Boulevard on the
West, including the buildings facing on Pontiac Street extended),
with the exception of the ND Warehouse property (Harback Realty Co.)
located on the SE corner of the above area, which said area is
visually shown outlined in red on Exhibit "A" attached hereto and
made a part hereof.

The said buildings and improvements, which are collectively re-
ferred to as "the premises" hereafter in this contract, are reflected
for tax purposes upon the assessed value of \$1,109,910; \$3,826,910
and \$57,460 issued by the Adams Township Assessor's Office
for an income to the City of \$52,489.88, all as more particularly set forth in
said contract which is on file in the Office of the Board of Public Safety, is
by reference incorporated herein, made a part hereof and is hereby in all
things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from
and after its passage and approval by the Mayor.

Therian J. Schmidt
Councilman

APPROVED AS TO FORM
AND LEGALITY.

W. B. C.
OFF. ATTORNEY

Read the first time in full and on motion by V. Schmidt seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 5-13-75

Charles W. Whitman
CITY CLERK

Read the third time in full and on motion by V. Schmidt, seconded by Hinga, and duly adopted, placed on its passage.
Passed (~~was~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>7</u>	<u>0</u>	<u>1</u>	<u>1</u>	
BURNS	—	—	<u>X</u>	—	—
HINGA	<u>X</u>	—	—	—	—
KRAUS	<u>X</u>	—	—	—	—
MOSES	<u>X</u>	—	—	—	—
NUCKOLS	—	—	—	<u>X</u>	—
SCHMIDT, D.	<u>X</u>	—	—	—	—
SCHMIDT, V.	<u>X</u>	—	—	—	—
STIER	<u>X</u>	—	—	—	—
TALARICO	<u>X</u>	—	—	—	—

DATE: 6-10-75

Charles W. Whitman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance

(Resolution) No. S-99-75 on the 10th day of June, 1975

ATTEST (SEAL)

Charles W. Whitman
CITY CLERK

James S. Stier
PRESIDING OFFICER

Presented by me to the Mayor or the City of Fort Wayne, Indiana, on the 11th day of June, 1975, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Whitman
CITY CLERK

Approved and signed by me this 11th day of June, 1975; at the hour of 4:00 o'clock P. M., E.S.T.

John H. Lawrence
MAYOR

52075
Held
no longer to see
Mr. Keller

Bill No. S-75-05-01

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a contract for Fire Protection with Internatïonal Harvester

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Vivian G. Schmidt - Chairman

William T. Hinga - Vice-Chairman

John Nuckols

Winfield C. Moses, Jr.

Paul M. Burns

Vivian G. Schmidt
William T. Hinga
John Nuckols
Winfield C. Moses, Jr.

DATE 6-10-75 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

FIRE PROTECTION CONTRACT

This contract is entered into in duplicate this _____ day of _____, 1975, between the CITY OF FORT WAYNE, Indiana, acting by and through its Mayor and Board of Commissioners, Department of Public Safety, ("CITY") and INTERNATIONAL HARVESTER COMPANY, a corporation having a place of business in Adams Township, Allen County, Indiana ("IHC").

WHEREAS, IHC is the owner of certain improvements, upon real estate near but outside the corporate limits of the CITY, described as follows:

All buildings and improvements of IHC located in an area bounded by New Haven Avenue on the North; Meyer Road on the East; Penn Central RR Tracks on the South and Coliseum Boulevard on the West (including the buildings facing on Pontiac Street extended), with the exception of the ND Warehouse property (Harback Realty Co.) located on the SE corner of the above area, which said area is visually shown outlined in red on Exhibit "A" attached hereto and made a part hereof.

The said buildings and improvements, which are collectively referred to as "the premises" hereafter in this contract, are reflected for tax purposes upon the assessed value of \$1,109,910; \$3,826,910 and \$57,460 issued by the Adams Township Assessor's Office.

and, WHEREAS, IHC desires to be assured that fire protection by CITY is available at the premises above-described:

NOW, THEREFORE, the parties agree as follows:

1. From March 26, 1975 until March 25, 1976, upon the receipt of CITY's Fire Department of a notification or signal that there is a fire on the premises above-described, CITY shall cause the proper fire fighting station or stations to send such fire fighting equipment, materials, and personnel to the premises as it reasonably sends to other similar locations within the corporate limits of CITY.

2. For fire fighting services provided for herein, IHC shall pay to CITY the sum of One and Fifty-one Thousandths Dollars (\$1.0510) per One Hundred Dollars (\$100.00) of assessed valuation for tax purposes on the improvements hereinabove identified as the premises. The improvement hereinabove identified having an assessed valuation of \$4,934,280, the sum owing under this contract is \$52,489.88. Said

sum shall be payable as follows: \$26,244.94 upon execution of this contract; and, the balance on or before September 26, 1975.

3. CITY shall cause its Fire Department personnel and Fire Prevention Bureau personnel to inspect IHC buildings, equipment and facilities periodically, at mutually convenient times, to familiarize such personnel with said buildings, equipment, and facilities and IHC operations on the premises, so as to (1) determine the types of fire which may reasonably be anticipated on the premises; (2) be able to render service commensurate with existing service conditions; (3) so as to make recommendations relative to fire prevention.

4. Notwithstanding the foregoing provisions, this contract shall not become effective until it shall have been signed by the Mayor and Clerk of CITY, and the members of the Board of Commissioners, Department of Public Safety of CITY, and ratified and approved by the Common Council of CITY.

IN WITNESS WHEREOF, this agreement has been duly authorized and executed as of the date first above written by the duly authorized officers and representatives of the parties.

INTERNATIONAL HARVESTER COMPANY

By 
Russell H. Meyer
Plant Manager

ATTEST:


G. R. Plotts
Plant Comptroller

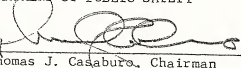
CITY OF FORT WAYNE, INDIANA

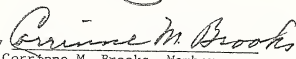
By 
Ivan A. Lebamoff, its Mayor

ATTEST:

Charles W. Westerman, Clerk

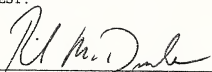
BOARD OF COMMISSIONERS,
DEPARTMENT OF PUBLIC SAFETY

By 
Thomas J. Casaburo, Chairman

By 
Corrine M. Brooks, Member

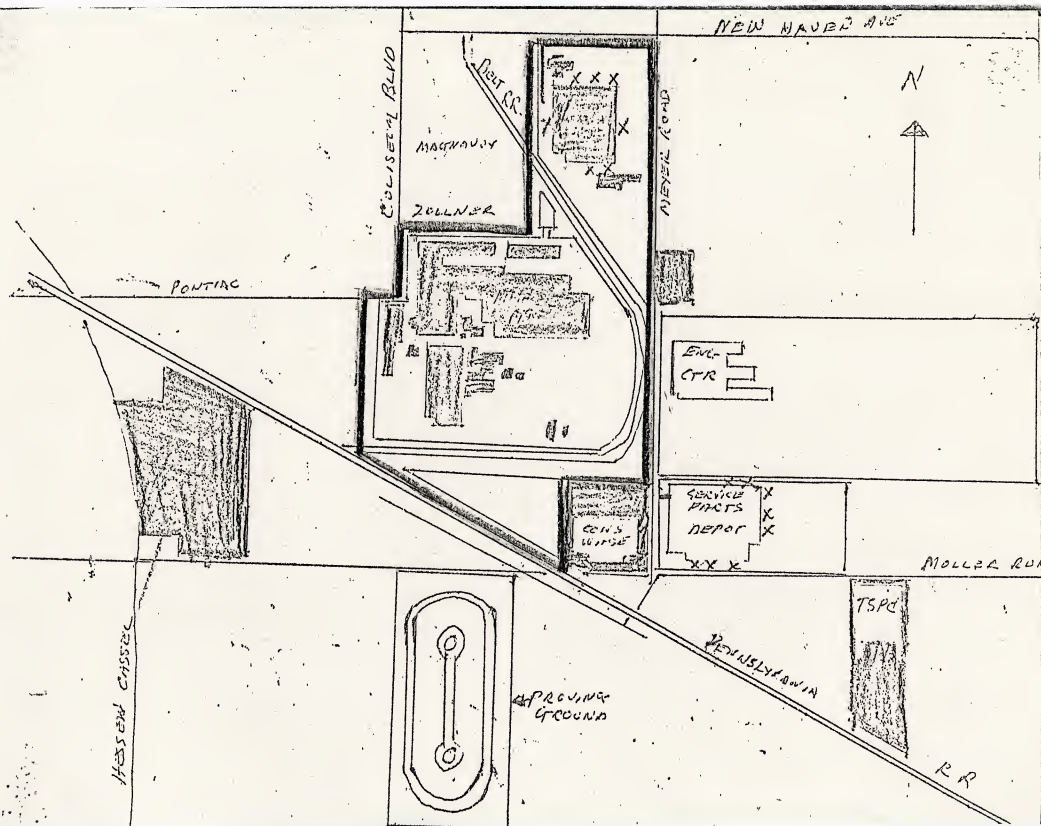
By 
Lloyd R. Wire, Member

ATTEST:


Richard M. Drake, Executive Secretary

I hereby certify that the foregoing contract was ratified
and approved by the Common Council of the City of Fort Wayne, Indiana,
on _____, 1975.

Charles W. Westerman, Clerk



DIGEST SHEETTITLE OF ORDINANCE Fire Contract with International Harvester2-75-05-01DEPARTMENT REQUESTING ORDINANCE Public SafetySYNOPSIS OF ORDINANCE Contract with International Harvester to provide CityFire Protection from March 26, 1975 for a period of one year. The basisused for determining costs is the same as used for all other contractsnegotiated for the year 1975.EFFECT OF PASSAGE Provide income for the Fire Fighting Fund for purchaseof equipment

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (Direct Costs, Expenditures, Savings) _____

\$52,489.88 IncomeASSIGNED TO COMMITTEE (J.N.) Finane